

Exhibit 5

MUTUAL AID AGREEMENT

Parties

This Mutual Aid Agreement (hereinafter “Agreement”) is entered into between Limetree Bay Terminals, LLC d/b/a Ocean Point Terminals, hereinafter “**Ocean Point**” and Port Hamilton Refining & Transportation, LLLP, hereinafter “**Port Hamilton**.”

Purpose

Port Hamilton is the owner and operator of refining assets located in St Croix, USVI. Port Hamilton has requested from Ocean Point access to assets and personnel for the purpose of responding to an ongoing fire at its facility. Ocean Point has agreed to provide such assistance, subject to the terms and conditions of this Agreement.

Term

The initial term of this Agreement shall be seven (7) days and shall automatically renew for consecutive seven (7) day periods unless notice is provided by either party that they wish to terminate this Agreement for any reason.

No Obligation to Respond

The parties expressly understand and acknowledge that any request by Port Hamilton to aid pursuant to this Agreement shall not obligate Ocean Point to provide such assistance until authorized by an authorized representative of Ocean Point, and the decision to provide, or not provide, assistance, shall at all times remain in the sole discretion of Ocean Point.

It is further understood that Ocean Point may withhold resources to the extent necessary to provide reasonable protection and services for its own facility. In the event Ocean Point provides assistance pursuant to this Agreement, Port Hamilton shall remain in ultimate control of, and bear responsibility for, any emergency response subject to the terms of this Agreement.

Release of Ocean Point

TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE UNITED STATES VIRGIN ISLANDS, PORT HAMILTON HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES OCEAN POINT AND ALL OF ITS CURRENT OR FORMER AFFILIATES, OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERN WITH THEM (COLLECTIVELY, THE “RELEASED PARTIES”) OF, FROM, AND WITH RESPECT TO ANY AND ALL LIABILITY ARISING FROM ANY AND ALL OBLIGATIONS, CAUSES OF ACTION, SUITS, PROMISES, AGREEMENTS, LOSSES, DAMAGES, CHARGES, EXPENSES, CHALLENGES, CONTESTS, LIABILITIES, COSTS, CLAIMS, AND DEMANDS OF

WHATSOEVER NATURE, KNOWN OR UNKNOWN, WHICH MAY EVER ACCRUE IN CONNECTION WITH THE ASSISTANCE RENDERED BY OCEAN POINT TO PORT HAMILTON PURSUANT TO THIS AGREEMENT.

PORT HAMILTON FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OCEAN POINT FOR ANY AND ALL OBLIGATIONS, CAUSES OF ACTION, SUITS, PROMISES, AGREEMENTS, LOSSES, DAMAGES, CHARGES, EXPENSES, CHALLENGES, CONTESTS, LIABILITIES, COSTS, CLAIMS, AND DEMAND OF WHATSOEVER NATURE THAT MAY ARISE OR MAY BE INCURRED BY OCEAN POINT AS A RESULT OF THIS AGREEMENT AND ANY ASSISTANCE IT PROVIDES PURSUANT THERETO.

Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth.

Ocean Point and Port Hamilton agree to the terms and conditions set forth herein, effective as of this August 21, 2022.

Limetree Bay Terminals, LLC
d/b/a Ocean Point Terminals

By: MARK A. CHAVEZ
Print Name

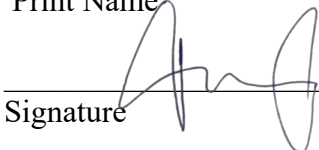

Signature

Title: GENERAL COUNSEL

Date signed: 8/21/2022

Port Hamilton Refining & Transportation, LLLP

By: Charles Chambers
Print Name


Signature

Title: Principal

Date signed: Aug 21, 2022